सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 12,500

e-Stamp

Certificate No.	:	**IN-KA29288096293112S**
Certificate Issued Date	:	13-Mar-2020 03:15 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08669707303424295
Purchased by	:	B B UMESHA SMLP ASPHALTS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	B B UMESHA SMLP ASPHALTS
Second Party	:	THE EXECUTIVE ENGINEER YELAHANKA DIVISION BBMP
Stamp Duty Paid By	:	B B UMESHA SMLP ASPHALTS
Stamp Duty Amount(Rs.)	:	12,500 (Twelve Thousand Five Hundred only)

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MAHANAGARA PALIKE YELAHANKA

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com" Any discrepancy in the details on this Certificate and as available on the website renders it invalid
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

BRUHATH BANGALORE MAHANAGARA PALIKE

No.BBMP/EE/YNK/E-PMT No-12/AG/225 /2019-20 **Dated:** 20/03/2020

This Agreement, made on 20th day of March 2020 between **The Executive Engineer Yelahanka division, BBMP Bangalore -560064** (hereinafter called "the Employer") of the one part and

M/s SMLP Asphalts, Prop.Sri B.B.Umesh, No:1265 NEXT TO Andhara Bank, Major Sandeep Unnikrishnan Road, Yelahanka New Town Bangalore-560064 (hereinafter called "the Contractor") of the other part.

For SMLP Asphalts

Proprietor

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Whereas the Employer is desirous that the Contractor execute Improvements to roads, drains and other developmental works in ward no- 03 & 04 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. **(Package -04)** and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.13,97,29,968.00 (Thirteen crores Ninety seven Lakhs twenty nine thousand Nine hundred sixty eight only)** it includes 12% GST. Which is +5.00% above of amount put to tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any during defect liability period of 3 years from the date of completion of the work and the agency has submitted security deposit Amount (FSD) of Rs 62,37,945.00 (Sixty two lakhs thirty seven thousand nine hundred forty five only) in the form of Bank Guarantee Vide BG No 20909BG000004, dated:13-03-2020 Karnataka bank ltd., Yelahanka New Town Branch, The security deposit amount shall be released only after completion of the defects liability period of 3 years from the date of completion of the work without interest.
5. The other contract conditions as per KW4 standard tender document.
6. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

For SMLP Asphalts

Proprietor

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

In Witness whereas the parties have said their hand and seal this day and year first mentioned.

1. .....

2. .....

For SMLP Asphalts

Contractor
Proprietor

The Executive Engineer
Yelahanka division
BBMP Bangalore – 64